
**APPLICATION for SPECIAL PERMIT
For a
MARIJUANA CULTIVATOR**

**Jasa Farms LLC
0 Bryant Road
Cummington, MA 01026**

**c/o Daniel S. Glissman, Esq.
Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, MA 02110**

Applicant

**Property Location:
0 Bryant Road
Cummington, MA 01026
Parcel ID 015.0-0004-0000.1**

**Prepared by: Daniel S. Glissman, Esq.
Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, MA 02110
Telephone: (617) 456-8181
Facsimile: (617) 456-8100**

March 2, 2021

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**APPLICATION TO
THE TOWN OF CUMMINGTON ZONING BOARD OF APPEALS
For a SPECIAL PERMIT for
MARIJUANA CULTAVATION**

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0 Bryant Road
Cummington, MA 01026**

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Town of Cummington
33 Main Street
P.O. Box 128
Cummington, MA 01026
(413) 634-5354 • Fax (413) 634-5568

Zoning Board of Appeals

Application for Special Permit, Variance, or Appeal

Jasa Farms LLC

Name of Applicant: _____

Applicant's Mailing Address: _____
130 Bryant Road, Cummington, MA 01026

Location of Property: _____
0 Bryant Road (ID 15-4-.01)
(Street number and name, and Assessors' Map and Lot numbers)

Applicant is Tenant. (Owner, tenant, licensee, prospective buyer, etc.)

Applicable section(s) of the Zoning By-law: _____
10-50 - Adult Use Marijuana Establishment

(It is very important that you cite all applicable sections of the Zoning By-law from which you are seeking relief. At the hearing the ZBA can only decide on matters that were included in the published/posted Public Notice of the hearing. The reasoning being that the public has the right to offer input on any given matter and be present at the hearing, but if they weren't accurately informed as to the nature of the hearing, how could they know whether or not to participate?)

Date of denial or Notice of Violation (if applicable) by the Building Inspector, Planning Board, etc. N/A (Please include a photocopy of denial or Notice of Violation.)

Please describe the nature of your request: (If necessary, use the back of this page, or attach a page to it.)

I request a hearing before the Zoning Board of Appeals in regard to the matter stated above.

Applicant's Signature: _____ Date: 01/25/2021

ZBA Chair or Clerk's Signature: _____ Date: _____

Received from Applicant, the amount of **\$100.00** to apply toward advertising costs and expenses.

Town Clerk's Signature: _____ Date: _____
The Town Clerk cannot accept this application until after the ZBA Chair or Clerk has signed in the box above.



Town of Cummington
33 Main Street
P.O. Box 128
Cummington, MA 01026
(413) 634-5354 • Fax (413) 634-5568

Zoning Board of Appeals

Assessors' Notification

Board of Assessors
Town of Cummington
33 Main Street
P.O. Box 74
Cummington, MA 01026

The applicant listed below has applied for a Hearing with the Zoning Board of Appeals. The applicant has provided the following information; please furnish the ZBA with a list of abutters for the property described below. Thank you.

Name of Applicant: Jasa Farms LLC

Applicant's Mailing Address: 130 Bryant Road, Cummington, MA 01026

Location of Property: 0 Bryant Road (ID 15-4-.01)
(Street number and name, and Assessors' Map and Lot numbers)

Applicant: If you choose to mail this completed form to the Board of Assessors make certain to use P.O. Box 74, Cummington, MA 01026.

ZBA Chair or Clerk's Signature: _____ Date: _____



Town of Cummington
33 Main Street
P.O. Box 128
Cummington, MA 01026
(413) 634-5354 • Fax (413) 634-5568

Zoning Board of Appeals

Member List

Members

Carla Ness, **Chair**
53 Swift River Road
Cummington, MA 01026
634-8081

Michael Holden, **Clerk**
18 Main Street
Cummington, MA 01026
634-0200

Kenneth Howes
35 Nash Road
Cummington, MA 01026
634-5439

Ernest Strong
73 Potash Hill Road
Cummington, MA 01026
634-5536

Mark Bevan
83 Porter Hill Road
Cummington, MA 01026
634-6004

Associate Member(s)

Eric Smith
156 Nash Road
Cummington, MA 01026
634-5751

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March 2, 2021

Via Hand Delivery

Town of Cummington
Zoning Board of Appeals
33 Main Street
Cummington, MA 01026

Re:	Marijuana Establishment Proposal
Property Address:	0 Bryant Road (ID 15-4-0.1), Cummington, MA 01026
Applicant:	Jasa Farms, LLC

Dear Honorable Members of the Town Zoning Board of Appeals:

This firm represents Jasa Farms, LLC (“**Jasa**” or the “**Applicant**”) in connection with its proposal to operate a Marijuana Establishment (the “**Facility**”) at 0 Bryant Road (ID 15-4-0.1), Cummington, (the “**Property**”). The Property is located in the Rural Residential District (RRD) and pursuant to the Zoning Ordinance of the Town of Cummington (the “**Ordinance**”) the use of the property for a Marijuana Establishment is a permitted use, subject to the granting of a Special Permit, and any other relief deemed necessary, by the Zoning Board of Appeals (the “**Board**”) and the execution of a HCA with the Town of Cummington (the “**Town**”).

We are pleased to submit this summary support statement providing an overview of the Applicant, the Facility and the project’s compliance with the Ordinance.

I. Background

Jasa is a Massachusetts based limited liability company, solely owned and controlled by Richard Rainone. Jasa is a Veteran-owned business with a corporate mission to grow quality cannabis.

II. Project Description

The Applicant has identified the Property as an ideal location in which to establish its proposed Facility. The Property is located in the RRD zoning district and pursuant to Section 10-50 3.c.1 of the Ordinance, the use of the property for a Marijuana Establishment is a permitted use, subject to the granting of a Special Permit by the Board and the execution of an HCA with the Town. The Applicant has secured a letter of intent for leasing the Property, consisting of a 6.64-acre lot.

The Applicant is proposing an entirely outdoor cultivation site and is requesting relief from the Board to permit a Tier 11 cultivation license (allowing up to 100,000 square feet of canopy). The Property will be made safe and secure through the use of secure entrances, redundant security alarms and controls, limited access, cameras and remote monitoring, and on-site security personnel. In addition, all personnel will be trained extensively and the operation will fully comply with all state and local laws regulations and guidelines.

Please also see the engineering and architectural plans attached hereto and incorporated herein by reference (the “**Plans**”) for additional project details.

Prince Lobel Tye LLP
One International Place
Suite 3700
Boston, MA 02110
TEL: 617 456 8000
FAX: 617 456 8100

III. Special Permit Criteria

The Applicant respectfully submits that it shall satisfy the criteria for obtaining a Special Permit from the Board as set forth in the Ordinance as follows:

Purpose: It is recognized that the nature of the substance cultivated, processed, and/or sold by marijuana establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as legally authorized adult customers seeking to legally purchase marijuana for their own use. The specific and separate regulation of Marijuana Establishments (hereafter also referred to as an ME) is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors.

Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, Chapter 94G of the Massachusetts General Laws and 105 CMR 725.000, Marijuana Establishments will be permitted to provide the opportunity for the legal cultivation, product manufacturing and retail sale of marijuana for non-medical adult marijuana use in a manner that complies with state regulations.

The Applicant respectfully submits that its proposal satisfies the intent and purpose of Article 10-50 the Ordinance. The Applicant is proposing to site a Marijuana Establishment within the RRD zoning district, a district that has been deemed an appropriate location for Marijuana Establishments. The Property itself is also ideally situated for a Marijuana Establishment, and more specifically a Marijuana Cultivator. Pursuant to the Applicant's proposed security plan, attached hereto and incorporated herewith, the Facility will be safe and secure in compliance with state and local regulations. The Applicant will provide direct video feed access to its video surveillance system and will work with local law enforcement and the Cannabis Control Commission to ensure its video cameras are properly positioned. The Property and the proposed Facility to be located thereon, are also ideally located in that it will not adversely impact the character of the neighborhood.

Additional Requirements/Conditions:

a. Use:

The Applicant respectfully submits that unless otherwise stated herein, it has satisfied all the Special Permit application submission requirements set forth in the Ordinance in connection with this application, as further outlined in this supporting statement and as set forth below:

- i. Any type of Marijuana Establishment may only be involved in the uses permitted by its definition and may not include other businesses or services;**

The Applicant hereby submits that it shall comply with this requirement.

- ii. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises;**

The proposed Facility is for cultivation only, and there will be no public access to the Property. The Applicant hereby submits that it shall comply with this requirement.

- iii. **The hours of operation shall be set by the Special Permit Granting Authority, but in no event shall an RMD or OMMD facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.;**

The proposed Facility is for cultivation only, and there will be no public access to the Property. The Applicant hereby submits that it shall comply with this requirement.

- iv. **No marijuana establishment may commence operation or apply for a building permit prior to its receipt of all required permits and approvals including, but not limited, to its Final License from the Cannabis Control Commission;**

The Applicant respectfully requests relief from the Board in the form of a waiver from this requirement/condition. In order to receive a Final License from the Cannabis Control Commission, the Applicant will be required to complete the construction of its proposed facility. Additionally, the Applicant will receive a Provisional License prior to requesting a building permit. Accordingly, the Applicant respectfully requests that it be permitted to apply for a building permit prior to receipt of its Final License from the Cannabis Control Commission. Note that the applicant shall comply with this requirement with respect to commencing operations and shall not commence operations prior to its receipt of all required permits and approvals including, but not limited, to its Final License from the Cannabis Control Commission.

The Applicant reserves its rights under M.G.L. ch. 94(g), Section 3, in that a city or town may not adopt ordinances or by-laws that are in conflict with ch. 94(g) or that are “unreasonably impracticable”, and reserves its right to request additional relief as deemed necessary by the Board.

- v. **The number of adult use marijuana retail establishments permitted to be located within the Town of Cummington shall not exceed 20% of the number of licenses issued within the town for the retail sale of alcoholic beverages not to be drunk on the premises where sold under chapter 138 of the General Laws. For the purposes of determining this number, any fraction shall be rounded up to the next highest whole number.; and**

The Applicant will comply with this requirement. The Applicant is not applying for a marijuana retail establishment.

Marijuana Cultivators shall be capped at Cultivation Tier 3 per lot/site, 10,001 to 20,000 square foot canopy (as set forth in 935 CMR 500), in the Town of Cummington.

The Applicant respectfully requests relief from the Board in the form of a waiver from this requirement/condition. The Applicant is seeking to construct a cultivation site that will consist of 90,000 to 100,000 square feet of canopy and necessitate a Tier 11 license from the Cannabis Control Commission.

To the extent necessary, the Applicant reserves its rights under M.G.L. ch. 94(g), Section 3, in that a city or town may not adopt ordinances or by-laws that are in conflict with ch. 94(g) or that are

“unreasonably impracticable”, and reserves its right to request additional relief as deemed necessary by the Board.

b. Physical Requirements:

- i. All aspects of the any marijuana establishment, except for the transportation of product or materials, relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building (including greenhouses) and shall not be visible from the exterior of the business. They may not be permitted to be located in a trailer, storage freight container, motor vehicle or other similar type potentially movable enclosure;**

The Applicant respectfully requests relief from the Board from this requirement in the form of a waiver from this requirement/condition. The Applicant is proposing an outdoor cultivation facility.

To the extent necessary, the Applicant reserves its rights under M.G.L. ch. 94(g), Section 3, in that a city or town may not adopt ordinances or by-laws that are in conflict with ch. 94(g) or that are “unreasonably impracticable”, and reserves its right to request additional relief as deemed necessary by the Board.

ii. No outside storage is permitted;

The Applicant respectfully submits that it will comply with this requirement. While the Applicant’s cultivation activities will occur in an outdoor setting, all finished products will be locked and stored in a manner approved by the Cannabis Control Commission and the Town.

iii. No Marijuana Retailer shall have a gross floor area open to the public in excess of 2,500 square feet;

The Applicant hereby submits that it shall comply with this requirement. The proposed Facility is for cultivation only, and there will be no public access to the Property.

- iv. Ventilation – all marijuana establishments shall be ventilated in such a manner that no: (a) Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and (b) No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property;**

This requirement is Not Applicable. The Applicant is not proposing a Medical Marijuana facility. To the extent the Board deems that this requirement is applicable, the Applicant respectfully requests relief from the Board from this requirement in the form of a waiver from this requirement/condition. The Applicant is proposing to an outdoor cultivation facility. The Applicant submits that all cultivation techniques, including the use of pesticides, insecticides or other chemical products, and its odor mitigation systems, will be in compliance with M.G.L. ch. 94(g) and its implementing regulations 935 CMR 500.000.

To the extent necessary, the Applicant reserves its rights under M.G.L. ch. 94(g), Section 3, in that a city or town may not adopt ordinances or by-laws that are in conflict with ch. 94(g) or that are “unreasonably impracticable”, and reserves its right to request additional relief as deemed necessary by the Board.

- v. Signage shall be displayed on the exterior of the marijuana establishment’s entrance in plain sight of the public stating that “Access to this facility is limited to individuals 21 years or older.” in text two inches in height. All other signage must comply with all other applicable signage regulations in the Zoning Bylaw and 935 CMR 500;**

The Applicant certifies that it will comply with all sign requirements of the Ordinance and all other applicable sign requirements.

- vi. Cannabis plants, products, and paraphernalia shall not be visible from outside the building in which the cannabis establishment is located and shall comply with the requirements of 935 CMR 500. Any artificial screening device erected to eliminate the view from the public way shall also be subject to a vegetative screen and the Board shall consider the surrounding landscape and viewshed to determine if an artificial screen would be out of character with the neighborhood; and**

The Applicant hereby submits that it shall comply with this requirement. The applicant is proposing to install an 8’ high security fence around the proposed facility and will work with the Board to develop an appropriate vegetative screen.

- vii. All lighting shall be shielded and downward facing to minimize light pollution.**

The Applicant hereby submits that it shall comply with this requirement.

c. Location:

- i. Marijuana establishments may be located only within the Rural Residential District in the Town of Cummington;**

The Applicant hereby submits the Facility is located within the Rural Residential District and as such is in compliance with this requirement.

- ii. Marijuana establishments are encouraged to utilize existing vacant buildings where possible;**

The Applicant hereby submits that the proposed Facility is an outside cultivation facility.

- iii. No marijuana establishment shall be located on a parcel which is within three hundred (300) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located) of a parcel occupied by a pre-existing public or private school (existing at the time the applicant’s license application was received by the Cannabis Control**

Commission) providing education in kindergarten or any of grades 1-12 and/or any public or private child care facility or any other location where children congregate; and

The Applicant hereby submits that it shall comply with this requirement.

iv. No marijuana establishment is permitted to utilize or provide a drive-through service.

The Applicant hereby submits that it shall comply with this requirement, the proposed use is from a cultivation facility and does not allow public access.

d. Reporting Requirements:

i. Prior to the commencement of the operation or services provided by a marijuana establishment, it shall provide the Police Department, Fire Department, Building Commissioner/Inspector and the Special Permit Granting Authority with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate;

All required contact information, including names, phone numbers, and e-mail addresses of all management staff and key holders will be provided to the Chief of Police, the Inspector of Buildings, and the Board of Selectmen. The Applicant hereby agrees to update the list whenever changes occur to the information listed.

ii. The local Building Commissioner/Inspector, Board of Health, Police Department, Fire Department and Special Permit Granting Authority shall be notified in writing by the marijuana establishment facility owner/operator/ manager:
a) A minimum of 30 days prior to any change in ownership or management of that establishment.
b) A minimum of 12 hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the establishment;

The Applicant respectfully submits that it will comply with this requirement.

iii. Permitted marijuana establishments shall file an annual written report to, and appear before, the Special Permit Granting Authority no later than January 31st of each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit;

The Applicant respectfully submits that it will file an annual report with the Board certifying its continued compliance with the special permit in a form and manner consistent with the Ordinance.

iv. The owner or manager of a marijuana establishment is required to respond by phone or email within twenty-four hours of contact by a town/city official concerning their

marijuana establishment at the phone number or email address provided to the town as the contact for the business.

The Applicant hereby submits that it shall comply with this requirement. The Applicant shall also: (a) provide a 24-hour a day, 7-day a week contact number on its website so that any issues or problems can be reported, recorded and resolved and further agrees to respond to the Town within twenty-four hours.

e. Application Requirements

i. The name and address of each owner and operator of the marijuana establishment facility/operation;

The Applicant respectfully submits that Richard Rainone, is the sole owner of Jasa Farms LLC. Richards address is 9578 Kenley Court, Parkland, FL 33076.

ii. A copy of an approved Host Agreement;

The Applicant has attached a copy of its Host Community Agreement with the Town of Cummington

iii. A copy of its Provisional License from the Cannabis Control Commission pursuant to 935 CMR 500; and

The Applicant respectfully requests a waiver from this submission requirement as it has not yet received a provisional license from the Cannabis Control Commission.

iv. If it's in conjunction with an approved RMD, a copy of its registration as an RMD from the Massachusetts Department of Public Health in accordance with 105 CMR 725.000 or from the Cannabis Control Commission in accordance with 935 CMR 500.

Not Applicable. The Applicant is not applying for a RMD license.

v. Proof of Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500.

The Applicant respectfully requests a waiver from this submission requirement. Liability insurance is not typically obtained until a marijuana establishment is nearing the commencement of operations stage.

vi. Evidence that the Applicant has site control and right to use the site for a marijuana establishment facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.

Please see the attached Letter of Intent to lease the Property.

vii. A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other

similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.

Please see the attached notarized statement.

- viii. In addition to what is normally required in a Site Plan, details showing all exterior proposed security measures for the marijuana establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.**

Please see the attached site plan.

- ix. A detailed floor plan identifying the areas available and functional uses (including square footage).**

Not Applicable. The Applicant is proposing an outdoor cultivation facility.

- x. All signage being proposed for the facility.**

The Applicant is not proposing any signage for the facility, except as may be required by law.

- xi. A pedestrian/vehicular traffic impact study to establish the marijuana establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed.**

The Applicant respectfully requests a waiver from this submission requirement. The Applicant is seeking approval for an outdoor cultivation facility. The Applicant respectfully submits that the impact to pedestrian/vehicular traffic will be de minimus. There will be no public access to the proposed Facility.

- xii. An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such odor-emitting activities, the duration of such odor-emitting activities, and the administrative of odor control including maintenance of such controls.**

The Applicant respectfully requests a waiver from this submission requirement. The Applicant is seeking approval for an outdoor cultivation facility.

- xiii. A Management Plan including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to marijuana establishment or off-site direct delivery.**

Please see the attached policies and procedures as prepared for the Applicant's state licensing application.

- xiv. Individual written plans which, at a minimum comply with the requirements of 935 CMR 500, relative to the marijuana establishment's: (1) Operating procedures; (2) Marketing and advertising; (3) Waste disposal; (4) Transportation and delivery of marijuana or marijuana products; (5) Energy efficiency and conservation; (6) Security and Alarms; (7) Decommissioning of the marijuana establishment including a cost estimate taking into consideration the community's cost to undertake the decommissioning of the site.

Please see the attached policies and procedures as prepared for the Applicant's state licensing application.

IV. Summary

The Applicant hereby requests that the Board determine that its proposed Facility (a) is consistent with, and does not derogate from, the purposes and intent of the Ordinance; (b) is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest; (c) meets or exceeds all the permitting requirements of all applicable agencies within the Commonwealth and will be in compliance with the same; (d) has satisfied all of the conditions and requirements of the Ordinance; (e) will provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals and that the storage or location of cultivation operations will be adequately secured on site; and (f) that the facility adequately addresses issues of traffic demand, circulation flow, parking and queuing.

The Applicant hereby requests that said findings are made in view of the particular characteristics of the Property and of the Applicant's proposed Facility, as detailed above and herein. That the Property is the most appropriate location for the Facility and that adequate and appropriate facilities will be provided for the proper operation of the use of the Property as a Marijuana Cultivator, and finally that such a use will not create any nuisance.

Sincerely,

Daniel S. Glissman

Daniel S. Glissman, Esq.

Direct: 617-456-8181

Email: dglissman@princelobel.com

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HOST COMMUNITY AGREEMENT

between

The TOWN OF CUMMINGTON,

Massachusetts and

JASA FARMS LLC

This Host Community Agreement ("Agreement") is entered into this 17th day of September 2020 by and between JASA FARMS LLC., a Massachusetts corporation with a principal place of business at 0 Bryant Rd, Parcel ID 015.0-0004-0000.1, Cummington, Massachusetts 01569 ("Operator") and the Town of Cummington, a Massachusetts municipal corporation with a principal place of business at 33 Main Street, Cummington, MA 01026 ("Town").

WHEREAS, Operator wishes to locate a Marijuana Outdoor Cultivation and processing facility at Parcel ID 015.0-0004-0000.1 in the Town of Cummington (the "Facility"), in accordance with regulations issued by the Commonwealth of Massachusetts Cannabis Control Commission (the "CCC") or other such licensing authorities required by state and local governments (the "Licensing Authorities"), in accordance with 935 CMR 500, ADULT USE OF MARIJUANA; and

WHEREAS, Operator will be licensed to cultivate, process and transport cannabis and marijuana product; and sell or otherwise transfer cannabis and marijuana product to Marijuana Establishments in municipalities throughout the Commonwealth of Massachusetts, but NOT to consumers; and

WHEREAS, Operator is seeking a license from the CCC to operate as a Marijuana Product Manufacturer and Marijuana Transporter for the processing and transporting of marijuana for adult use establishment in the Town; and

WHEREAS, Operator will satisfy the purpose and intent of the voters and the Act, by operating a Marijuana Establishment that provides marijuana for adult use, educational materials, and related products, to citizens of the Town and the Commonwealth of Massachusetts; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the Town agree as follows:

- I. **Community Impact:** The Town anticipates that the Operator's operation of as a Marijuana Cultivator and Transporter will impact Town resources in ways unique to such businesses and will uniquely draw upon Town resources including the Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the Town. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment ... " ("Town Costs").

HOST COMMUNITY AGREEMENT/CULTIVATE & PROCESSING-TOWN OF CUMMINGTON, MA

Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to the Impact Fees below in lieu of attempting to determine actual Town Costs incurred. Operator acknowledges that the impacts of its operation may be impracticable to ascertain and assess, since impacts may result in budgetary increases though not separately identified; and consequently, Operator acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives an claims to the contrary.

II. Impact Fee Terms: In order to mitigate the direct and indirect financial impact upon the Town and use of Town resources, the Operator agrees to pay a community impact fee to the Town, in the amounts and under the terms provided herein ("Impact Fee") and subject to the following:

- a. Operator shall submit financial records to the Town within 30 days after payment of the Impact Fees with a certification of sales with respect to each such payment. Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC.
- b. In the event Operator executes a Host Community Agreement with any other municipality that pays to said municipality a community impact fee greater than the community impact fee provided in this Agreement, Operator shall pay to the Town the same community impact fee provided to said municipality.
- c. Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of Operator or agent thereof if Operator's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to Operator by the Tax Collector, as required by applicable provision of law, and Operator must be given the opportunity for a hearing not earlier than 14 days after said notice.

III. Payment: In the event that the Operator obtains a Final License, or such other license and/or approval as may be required to operate as a Marijuana Cultivator, Product Manufacturer and Transporter in the Town by the CCC, or such other state or local licensing or monitoring authority, the Operator shall pay a community impact payment as a percentage of the Operator's gross sales to other Marijuana Establishments calculated at the maximum allowable rate established by the Legislature pursuant to Massachusetts General Laws Chapter 94G as amended from time to time, presently One and three quarters of a percent (1.75%) percent of gross sales ("Impact Fees").

Impact Fees shall be made quarterly each calendar year on the 1st Tuesday of January, April, July and October, beginning on the first of such dates after the Facility has been permitted and begins operating.

IV. Payment as Condition of Operation, Default and Remedy. Payment as set forth above is necessary for Operator's continued operation in the Town. Failure to make the required

payments as scheduled and a failure to cure the failure to pay within ten (10) days of the due date, shall constitute default of this Agreement and may serve as cause for Town's immediate termination following ten (10) business days' notice to the Operator by the Town Manager. The Operator shall be in default of this Agreement if any of the following occur:

- a. Operator fails to make the required payments pursuant to Paragraph II above, and such failure is not cured within ten (10) business days of written notification from the Town Manager; or
- b. Operator breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from the Town Manager.

As remedy for any such default, the Town may, among other remedies, revoke or limit the permission of the Operator to operate in the Town and to issue an order to cease and desist with all operations upon such written notice from the Town Manager. Payment means any payment paid from the Operator to the Town pursuant to the terms of this Agreement. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the Operator.

- V. Local Taxes. At all times during the Term of this Agreement, property, both real and personal, owned or used by the Operator, shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and neither the Operator nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.
- VI. Applicability of Host Agreement: The provisions of this Host Agreement apply only to the Operator's use of the Facility to operate a Marijuana Cultivator, Product Manufacturer and Transporter in accordance with 935 CMR 500.
- VII. Security: The Operator shall maintain security at the Facility at least in accordance with a security plan presented to the Municipality and approved by the Licensing Authorities. In addition, the Operator shall at all times comply with Massachusetts and local law regarding security of the Facility. The Operator shall coordinate with the Cummington Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. The Operator will maintain a cooperative relationship with the Cummington Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Cummington Police Department of any suspicious activities at the Facility.
- VIII. Local Hiring: To the extent permissible by law, the Operator commits to hiring local, qualified employees. In addition to the direct hiring, the Operator will work in good faith, legal and non- discriminatory manner to hire local vendors, suppliers, contractors and builders from the Town area whenever otherwise comparable local vendors are available.
- IX. Improvements to Property: The Operator shall make capital improvements to the Facility such that the Facility will match the look and feel of the Town, consistent with its

presentations and applications to the Town, and be of construction standards at least at the quality of other nearby businesses and construction standards per state and local Building Code requirements.

In the event the Operator ceases operations at the Facility, the Operator shall remove all materials, plants, equipment and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the Operator shall provide documentation of a bond or other resources held in an escrow account naming the Town in an amount sufficient to adequately support the dismantling and winding down of the Facility. The parties acknowledge that the failure to remove materials in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, the Operator shall pay to the Town as liquidated damages, and not as a penalty, an amount equal Fifty Thousand (\$50,000) Dollars.

- X. Prevention and Notification of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan, such plan to be in place prior to the Operation Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual activity at the Facility or unusual activity by Facility employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

Operator promptly, and no longer than 24 hours following, shall report the discovery of the following to the Cummington Police Department immediately: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana or marijuana establishment agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

- XI. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC or other authorizing entity to operate the Facility for the outdoor cultivation, manufacture and transport of marijuana, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
- XII. Registration and Approvals Required: The obligations of the Operator and the Town recited herein are specifically contingent upon the obtaining a final certificate of license for the operation as a Marijuana Cultivator, and Transporter from the CCC to

operate in the Town, and all necessary local permits and approvals.

If Operator fails to secure licensure from the CCC or any required local approvals, this Agreement shall be null and void, and the proposed business shall not be permitted.

- XIII. Cooperation: Town shall work cooperatively and in good faith with Operator in securing prompt and efficient siting, planning, permitting and preparation for opening the Facility as a Marijuana Cultivator, Product Manufacturer and Transporter, provided that nothing herein shall require Town to waive any review and approval rights set forth in applicable statutes or regulations and provided further that Town shall retain the right to provide comments and recommendations regarding design and security.

Operator agrees and understands that the Town's execution of this Agreement does not constitute a local approval under the Town's zoning bylaws or any other town bylaw or regulation and, thus, shall not: (i) require or obligate the Town or its departments or boards to issue such permits and approvals as may be necessary for the Operator to operate its marijuana establishments in the Town; (ii) affect, limit, or control the authority of Town boards, commissions, councils, and departments from carrying out their respective powers and duties to decide upon and to issue, deny, or otherwise act on applicable permits and other approvals under the laws and regulations of the Commonwealth, or the Town's bylaws and regulations; or (iii) cause the Town to refrain from enforcement action against the Operator for violations of the terms and conditions of such permits and approvals, or such laws, regulations and/or bylaws.

- XIV. Emergency Response Information: The Operator shall file a satisfactory security and traffic management plans and emergency response plan with the Town's Police Chief and Fire Chief which includes: (i) a description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the marijuana establishment; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the cannabis establishment; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Cummington Fire Department or the Cummington Police Department; and (x) the location of security cameras within and outside of the Facility.

- XV. On-Site Consumption Prohibited: The Operator agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.

- XVI. Community Impact Hearing Concerns: The Operator agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the marijuana establishment, including, but not limited to any and all concerns or issues raised at Operator's required Community Outreach Meeting

relative to the operation of the marijuana establishment; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

- XVII. **Odor Control:** The Operator agrees to contain all marijuana related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Operator. Operator shall provide the Town with an odor control plan within thirty (30) days of the execution of this Agreement. Said odor control plan shall be reviewed and approved by an expert selected by the Town at its sole discretion. The cost of said review by the Town's expert shall be borne by the Operator.
- XVIII. **Agreement as to Agricultural Exemption:** The Operator agrees to comply with all laws, rules, regulations and orders applicable to the facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G.L. c. 40A, § 3.
- XIX. **Limitation on Operations:** The Operator acknowledges and agrees that this Agreement covers the operation of a Facility only for the outdoor cultivation, product manufacturing and transportation of marijuana at the Facility and no other business enterprise shall be undertaken at the Facility absent express agreement of the Town. The retail sales of marijuana to consumers and dispensing of marijuana to qualifying patients at the Facility is expressly prohibited hereunder.
- XX. **No Joint Venture:** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.
- XXI. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Operator.
- XXII. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- XXIII. **Compliance:** The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of as a Marijuana Cultivator, Product Manufacturer and Transporter, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approval required for the

operation of as a Marijuana Cultivator, Product Manufacturer and Transporter.

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Operator's breach of this Agreement or the gross negligence or misconduct of the Operator, or the Operator's agents or employees.

- XXIV. **Term and Termination:** This Agreement shall have a term of five (5) years, provided however Sections 2 and 3 regarding payment shall survive until the twentieth quarterly impact payment has been paid in full in accordance with said sections. Notwithstanding the foregoing this Agreement shall terminate if the Operator ceases to operate a Facility in the Town. Upon termination, this agreement shall have no further force and effect and neither of the parties shall have any further rights, obligations or liabilities to the other party. The Operator shall be required to cease operations at the termination of this Agreement.
- XXV. **Retention of Regulatory Authority:** By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in the Town.
- XXVI. **Severability:** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- XXVII. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- XXVIII. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
- XXIX. **Confidentiality:** Operator may provide to the Town, certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or at any time thereafter, disclose to any person or entity, any Confidential Information, except as may be required by order of the Supervisor of Records or law. Operator shall mark each plan, page, or transmission with the word "Confidential."
- XXX. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both Parties.

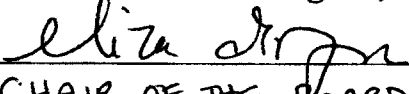
- XXXI. Headlines: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of the Agreement and shall not affect the interpretation of this Agreement.
- XXXII. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
- XXXIII. Notices. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and shall be addressed as follows:

To the Municipality:
Town of
Cummington c/o
33 Main Street
Cummington, MA
01026


To the Operator:
Prince Lobel Tye
c/o Dan Glissman
1 International Place, Suite 3700
Boston, MA 02110

The following signature indicate that the parties herby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For: Town of Cummington, Massachusetts


Its ELIZA DRAGON
CHAIR OF THE BOARD OF SELECTMEN

For: JASA Farms LLC


Richard Rainone

4



TOWN OF CUMMINGTON

www.cummington-ma.gov

Board of Assessors

33 Main St, PO Box 74

Cummington, MA 01026

413-200-5010

boa@cummington-ma.gov

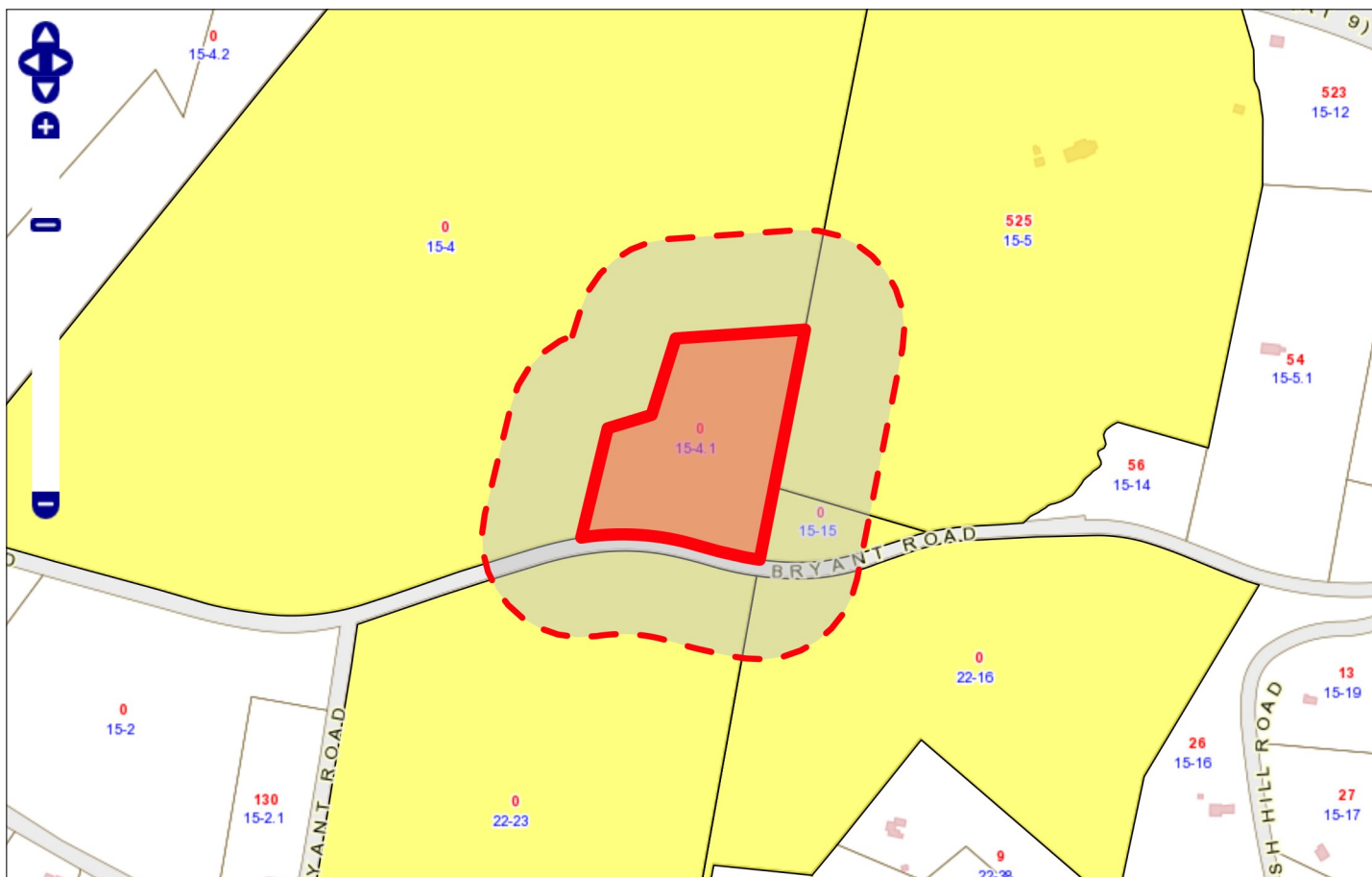
October 20, 2020

List of abutters for 0 Bryant Rd, 015.0-0004-0000.1 - 300' buffer distance.

015.0-0004-0000.0 0 Bryant Rd	Lorena M Thayer 160 Bryant Rd, Cummington, MA 01026
015.0-0005-0000.0 525 Berkshire Trail	Thomas & Lisa Kane PO Box 3, Cummington, MA 01026
015.0-0015-0000.0 0 Bryant Rd	Alison M Mason & Francis C Mason 589 Old North Rd, Worthington, MA 01098
022.0-0016-0000.0 0 Potash Hill Rd	Valley Land Fund Incorporated PO Box 522, Hadley, MA 01035
022.0-0023-0000.0 0 Potash Hill Ext	Lorena M Thayer 160 Bryant Rd, Cummington, MA 01026

Sincerely,

Joy Johns
Assessor Chair/Clerk



Town of Cummington, Massachusetts

Selected Parcel: 0 BRYANT RD ID: 15-4.1

Printed 10/26/2020 from <http://www.mainstreetmaps.com/ma/cummington/public.asp>

100 m
500 ft



MainStreetMaps
MainStreetGIS, LLC
www.mainstreetgis.com

This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The Town of Cummington, Massachusetts and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.

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June 23, 2020

SENT VIA EMAIL

Thayer Farm Trust
Attn: Kyle Thayer
130 Bryant Rd
Cummington, MA 01026

Re: Letter of Intent for 0 Bryant Rd., Cummington, MA
01026

Dear Mr. Thayer:

JASA Farms, LLC is pleased to present **Thayer Farm Trust ("Landlord")** with this letter of intent (the "**Letter of Intent**") to serve as an outline of the proposal for a mutually acceptable lease agreement (the "**Lease**") for 0 Bryant Rd., Cummington, MA 01026 (the "**Property**") upon the following terms and conditions:

(1) **Tenant:** JASA Farms LLC, a Massachusetts limited liability company, or an affiliate or an assignee thereof Tenant.

(2) **Landlord:** Thayer Farm Trust: Kyle Thayer Trustee

Premises: Lot containing 6.3576 acres +/- off Bryant Road on plan of land entitled "Plan of Land in Cummington, Massachusetts, prepared for Clifford S. Thayer and The Trustees of Reservations, E.B. Holmberg & Associates, Land Surveyors, 37 Damon Pond Road, Chesterfield, Massachusetts, (413) 296-4525 and 87 Union Street, Easthampton, Massachusetts, (413) 529-1700, Job No. 2003-097, Scale 1" = 150', November 24, 2003, Sheet 2 of 2, said plan being duly recorded in Plan Book 199, Page 43 with the Hampshire County Registry of Deeds

(3)

(4)

(5) **Term:** Ten (10) years, plus three (2) Ten (10) year renewal option. [OR the dates and contemplated rent should be in the table below]

(6) **Rent:** [Start date for rent payment may actually be a year+ away?? – should you put in something more appropriate / consistent with likely reality??]

Lease Example Dates (Start date will vary.)	Annual Rent	Monthly Rent
June 1, 2020 – May 31, 2030		
June 1, 2030 – May 31, 2040		
June 1, 2040 – May 31, 2050		

- (7) **Use of Space:** Any or all of the following: a Marijuana Product Manufacturer, Outdoor Marijuana Cultivator, Indoor Marijuana Cultivator, and Marijuana Transporter (collectively, the **"Proposed Use"**). Irrespective of the Proposed Use(s) actually utilized by Tenant, any agreed, executable Lease will provide that Tenant will be responsible for restoring the Premises to the condition as delivered, including pursuant to agreed fertilizer and nutrient regimes and with respect to any use of any pesticides, herbicides, insecticide, fumigant, or other agricultural input, nutritional or control application, and with respect to any environmental impact resulting during the Lease period under Tenant control or any improvement to the Property.

Initial Due Diligence Period: Beginning upon the execution of this Letter of Intent, Tenant shall have until The Town of Cummington, MA issues a Host Community Agreement to Tenant, to conduct its initial due diligence on the Premises and the Property (the **"Due Diligence Period"**). Tenant shall be given reasonable access to the Property during the Due Diligence Period in order to conduct tests, reviews and investigations that Tenant may deem necessary in its sole and absolute discretion to determine the suitability of the Property, and that Tenant agrees to permit, on a case by case basis, as reasonable and customary, for evaluating the Property with respect to the Proposed Use.

- (8)
- (9) **Commencement of Rent:** The contemplated lease shall provide that beginning on the 1st of the month following that during which Tenant obtains any of the following permits and approvals: a Final State License from the Massachusetts Cannabis Control Commission of the following for which Tenant applied: a (i) Marijuana Product Manufacturer, (ii) Indoor Marijuana Cultivator, (iii) Outdoor Marijuana Cultivator, (iv) Marijuana Transporter; and obtains any zoning relief or other municipal permits required to operate a facility pertaining to the same, in both cases only after any appeal periods have expired without appeal, or, if appealed, finally resolved in favor of granting the license or permit in question with conditions satisfactory to the Tenant, in its sole discretion (collectively the **"Permits and Approvals"**), Tenant shall commence Rent payments to Landlord beginning in an amount of [REDACTED] [REDACTED] per month in rent, escalating over time consistent with the terms described in Section 5.

- (10) Termination Right; Good Faith Efforts by Tenant and Landlord:** Each of Tenant and Landlord shall have the right to terminate this Letter of Intent at its sole discretion if required Permits and Approvals are not obtained timely, or for any other reason, including convenience, upon 30 days' prior written notice to the other party hereto. Tenant shall use good faith efforts to obtain the Permits and Approvals.

Landlord shall reasonably cooperate in Tenant's efforts to obtain the Permits and Approvals, including execution of appropriate applications as reasonably necessary, but without any cost or liability, against which Landlord shall be fully indemnified by Tenant, including advancement by Tenant of any amounts required with respect thereto, including with respect to fees for copying / obtaining and preparing requested materials, or of attorneys or expert witnesses. As part of such reasonable cooperation by Landlord, Landlord shall provide Tenant, upon 15 day's written notice by Tenant and allowing for reasonable processing time, with a copy of all existing property information in Landlord's possession or as may be in the possession of, or available to, Landlord's agents, consultants, advisors, independent contractors, employees and others involved with the Property and project, including, without limitation, all existing engineering reports, environmental reports, surveys, permits, approvals, marketing studies, plans, drawings, estimates for remaining work and all other documentation associated with the Property and project.

- (11) Brokers:** The parties warrant and represent to each other that they have not dealt with any brokers in connection with the leasing of the Premises, except N/A. Landlord shall be responsible for any and all brokerage commission.

- (12) Representation of Landlord:** Acceptance of the terms of this Letter of Intent shall be deemed a warranty and representation by the Landlord and the signatory that: (i) the signatory has the power and authority to execute this Letter of Intent on behalf of Landlord and to lease the Property to the Tenant, and (ii) the Landlord's entering into this Letter of Intent and Landlord's consummation of the transactions contemplated therein will not violate, conflict with, or constitute any default under any agreement or instrument binding upon Landlord, and will not require the consent or approval of any third party, other than the required Permits and Approvals, on the part of Landlord.

- (13) Representation of Tenant:** Acceptance of the terms of this Letter of Intent shall be deemed a warranty and representation by the Tenant and the signatory that: (i) the signatory has the power and authority to execute this Letter of Intent on behalf of Tenant and to lease the Property from the Landlord, and (ii) the Tenant's entering into this Letter of Intent and Tenant's consummation of the transactions contemplated therein will not violate, conflict with, or constitute any default under any agreement or instrument binding upon Tenant, and will not require the consent or approval of any third party, other than the required Permits and Approvals, on the part of Tenant.

- (14) Confidential Nature of this Letter of Intent:** Without the prior written consent of the other party hereto, neither party shall at any time disclose the details of the proposed transaction, the terms of this proposal or the forthcoming lease, disclose the name or identity of the other party hereto or its representatives, except to each party's advisors, legal counsel, and as may be required by law.

- (15) Binding Nature of the Letter of Intent:** Tenant and Landlord agree that this Letter of Intent serves as an outline of the general terms and conditions of the proposed transaction to be further

detailed in the form of a mutually agreeable binding agreement. Completion of this transaction is subject to the negotiation of a mutually acceptable Lease and other agreements and fulfillment of other conditions precedent, as will be mutually agreed between the parties. Landlord and Tenant each agree that time is of the essence and will work in good faith with each other to complete the negotiations and to execute a mutually acceptable Lease.

If you agree to the terms and conditions described in this Letter of Intent, please sign below. This Letter of Intent shall terminate and be of no further force and effect if it has not been accepted by you and executed below and returned to us on or before 5:00 P.M. (Eastern Time) on Thursday, July 9, 2020.

Signed:
JASA Farms LLC



By: Rich Rainone

Title: Manager

2953362.v1

Agreed and accepted: (Landlord)

By: Kyle L THAYER
Thayer Farm Trust

Title: Trustee

Kyle L Thayer

July 9/2020

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Statement Disclosing Individual Interest

On this 3 Day of March, 2021, I Richard Rainone, Owner and Member of Jasa Farms LLC state the following:

1. Jasa Farms LLC is a Massachusetts limited liability company, with a principal business address of 130 Bryant Road, Cummington, MA 01026.
2. The following individuals serve as Jasa Farms LLC's officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals:

CEO, Managing Member
Richard Rainone
Address: 9578 Kenley Court, Parkland, FL 33076
Phone: 954-350-1300
Email: jasafarmsllc@gmail.com

Owner
Peter Kasabian
Address: 10 Lady Slipper Lane, Scituate, RI 02857
Phone: 401-8331-2221
Email: pkasabian@gmail.com

Owner
Christopher Vianello
Address: 9235 Meridian Drive W., Parkland, FL 33076
Phone: 954-350-1600
Email: chrisvianello@gmail.com



Name: Richard Rainone
Position: Chief Executive Officer
Company: Jasa Farms LLC

3-3-2021
Date

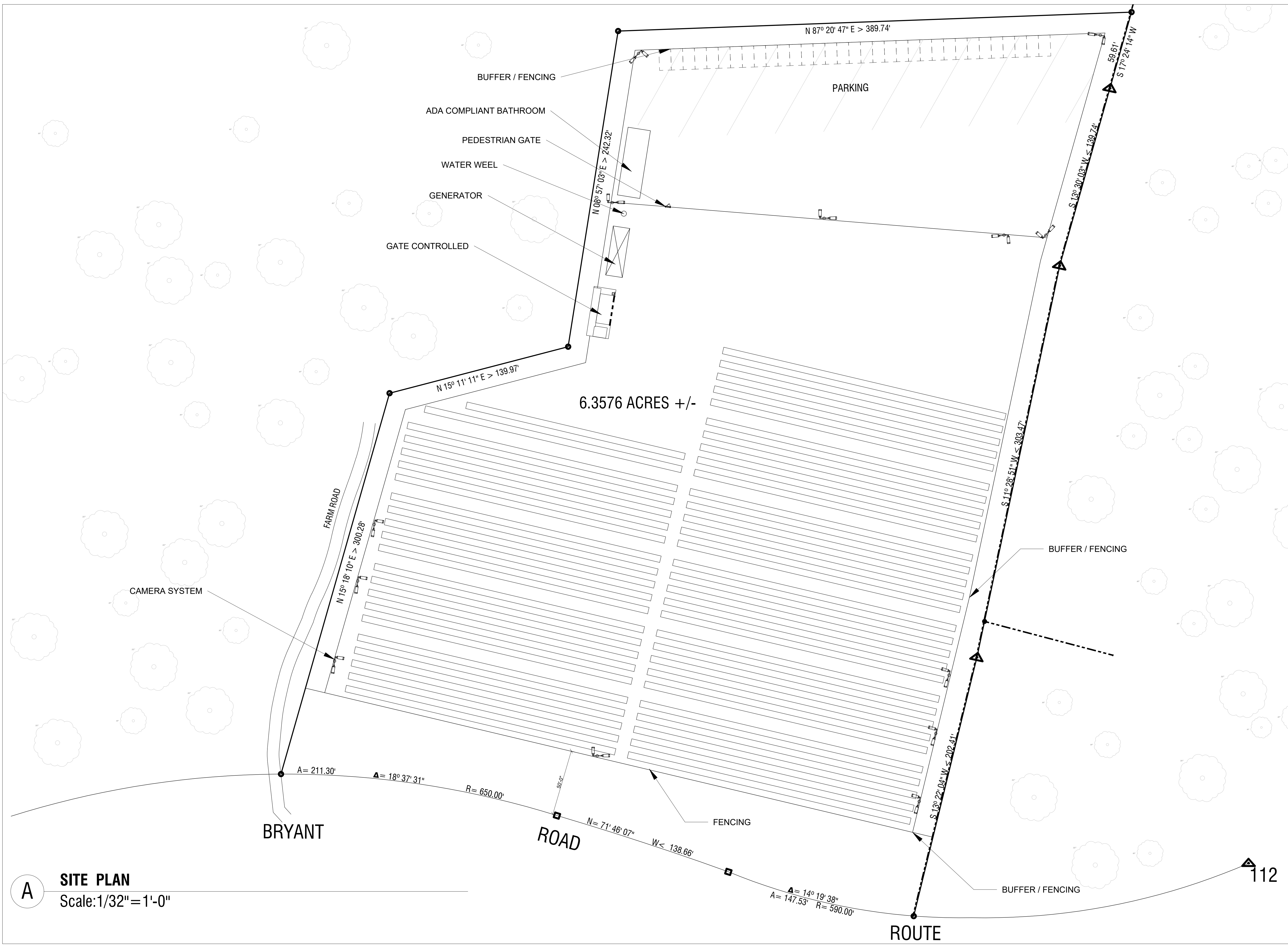
COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

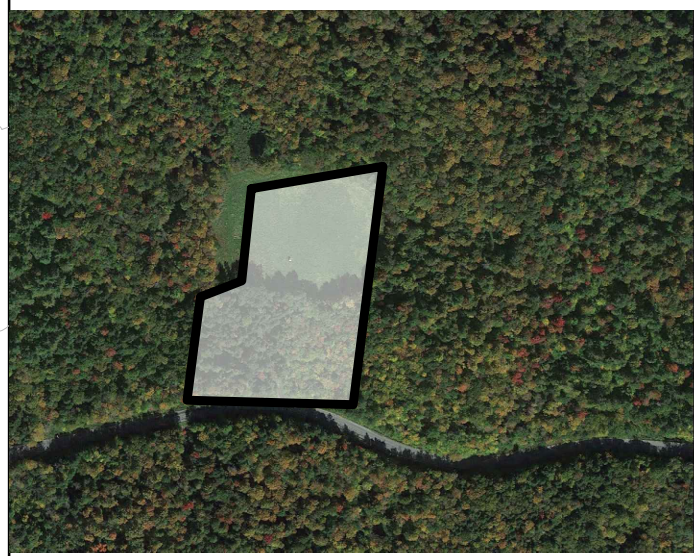
On this 03 day of MARCH, 2021, before me, the undersigned notary public, personally appeared Richard Rainone, Sole Owner and Member of Jasa Farms LLC, and proved to me through satisfactory evidence of identification which was, photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



7



LOCATION



O'Bryant RD
cummington MA 01026
Parcel ID
015.0-004-0000.1

DRAWING TITLE

SITE PLAN

DRAWING INFO

Date 28/10/2020

Scale:1/32"=1'-0"

DRAWING No.

A-01



LOCATION



O'Bryant RD
cummington MA 01026
Parcel ID
015.0-004-0000.1

DRAWING TITLE

RENDERS

DRAWING INFO

Date 28/10/2020

Scale: N/S

DRAWING No.

A-02



A

RENDERS

Scale: N/S

LOCATION



O'Bryant RD
cummington MA 01026
Parcel ID
015.0-004-0000.1

DRAWING TITLE

RENDERS

DRAWING INFO

Date 28/10/2020

Scale: N/S

DRAWING No.

A-03

3/22/00

Bk 186 Pg 177

Doc: 992005619 PLAN/0186/0177 03/22/2000 13:44



MERIDIAN OF THE 1976 ALTERATION
AND RELOCATION OF BRYANT ROAD

REMAINING LAND OF
CLIFFORD S. THAYER, BARBARA A. THAYER
& LINDA J. THAYER

HAMPSHIRE COUNTY PROBATE

BOX 607 FOLIO 19

BOX 745 FOLIO 2

SUFFICIENT FRONTAGE AND AREA REMAIN
TO SATISFY ZONING REQUIREMENTS

TOWN OF CUMMINGTON, MASSACHUSETTS PLANNING BOARD
APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAWS.

Clifford S. Thayer

Barbara A. Thayer

Linda J. Thayer

DATE: 3/31/1998

LEGEND

- ▲ UNMONUMENTED POINT
- IRON PIPE FOUND
- MASS. HIGHWAY BOUND
- IRON PIN SET
- STONEWALL

6.3576 ACRES+/-

BRYANT

ROAD

A 1976 HAMPSHIRE COUNTY ALTERATION AND RELOCATION
PLAN BOOK 101 PAGE 8

ROUTE

112

INGRID REGINA (25%)
NEEL B. WEBBER & DEBORAH K. COFFEY (25%)
KENNETH P. SWEANY (25%)
ERWIN E. SCHWENGERDT (25%)
BOOK 4563 PAGE 159
PLAN BOOK 180 PAGE 79

RESERVED FOR REGISTERS USE

CARL B. LIEBENOW
HAMPSHIRE COUNTY PROBATE
BOX 884 FOLIO 48

PLAN OF LAND IN
CUMMINGTON, MASSACHUSETTS

PREPARED FOR

FRANCIS C. MASON

AND

ALISON M. THAYER

FEET 0 60 120 180
METERS 0 21.6 43.2 64.8

E. B. HOLMBERG & ASSOCIATES

LAND SURVEYORS

37 DAMON POND ROAD
CHESTERFIELD, MASSACHUSETTS
(413) 296-4525

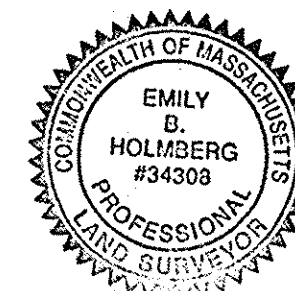
I REPORT THAT THIS PLAN AND SURVEY CONFORMS TO THE
TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF
LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.
FURTHERMORE, I REPORT THAT THIS PLAN HAS BEEN PREPARED IN
CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS
OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED:

Emily B. Holmberg

DATE:

December 12, 1997



SCALE: 1" = 60'

JOB NO: 1997-40

DECEMBER 12, 1997

SHEET 1 OF 1

COPYRIGHT 1997

8

JASA FARMS LLC

**Jasa Farms LLC
Policies and Procedures
for a
Marijuana Cultivator
at
0 Bryant Road (ID 015.0-0004-0000.1)
Cummington, MA 01026**

October 30, 2020

JASA FARMS LLC

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JASA FARMS LLC

Plan to Remain Compliant with Local Zoning

The Town of Cummington, MA (the “Town”) amended its zoning code at a Special Town Meeting on May 3, 2019, to allow for the cultivation, production and dispensing of marijuana for adult-use in the Rural Residential District.

Jasa Farms LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 0 Bryant Road (ID 015.0-0004-0000.1), Cummington, MA 01026. This site is located in the Rural Residential District, which permits the operation of a marijuana establishment, specifically a marijuana cultivator pursuant to Section 10.50.3.c.1 of the Cummington Zoning By-laws and the table of use regulations for the Rural Residential District, subject to the granting of a Special Permit from the Zoning Board of Appeals (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation facility with town officials, including the building department, police department and fire department, health department, department of public works and has appeared before the Board of Selectmen and entered into a host community agreement with the Town. Pursuant to 10.50.4.c of the Cummington Zoning By-Laws, the Company must be issued a provisional license from the Cannabis Control Commission (the “Provisional License”), and include a copy of the Provisional License with its special permit application, prior to receiving a special permit. The Company shall apply for a special permit for a marijuana retail facility with the Board prior to, or as soon as practically possible after receiving the Provisional License for the Cannabis Control Commission (the “Commission”).

The Company expects the following timing with respect to obtaining all Town zoning relief:

- October 2020: file for the Special Permit, provided the Company is in receipt of the Provisional License.
- May 2021: receipt of Provisional License from the Commission and a Special Permit from the Town
- June 2021: issuance of the building permit.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Richard Rainone, Owner and Member of the Company will be responsible for ongoing compliance with local and state rules and regulations.

JASA FARMS LLC

Plan for Positive Impact

Jasa Farms LLC (the “**Company**”) is basing its headquarters in Cummington, MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, the Town of Pittsfield, the Town of North Addams and Town of Amherst have been identified as area of disproportional impact, and these communities are located approximately 21, 24 and 25 miles (respectively) from Cummington. Collectively, Pittsfield, North Addams, and Amherst shall be referred to herein as the “**Target Areas**”. Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators and entrepreneurship, at least twice a year. Such educational events will specifically include, but not be limited to, information on licensing workshops (i.e. guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post monthly notices for at least three (3) months during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, Berkshire Eagle, and the Amherst Bulletin, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

JASA FARMS LLC

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post weekly notices at least two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, *Berkshire Eagle, and the Amherst Bulletin*, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations and volunteers from the Company; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

JASA FARMS LLC

Business Plan

JASA FARMS

- Adult Use Marijuana Cultivation



JASA FARMS MISSION STATEMENT

- **Our** mission is to become a recognized leader in the cannabis market by providing an outstanding selection of truly premium cannabis products.
- **We** will hire and train the best local talent in the area and will provide a safe and friendly work environment.
- **We** is proposing to own and operate an adult use Marijuana facility located in Cummington, MA. This space will be a clean and secure facility.

MARKETING PLAN



MEET WITH, MANUFACTURERS, AND RETAIL DISPENSARIES:

- Formalize relationships with manufacturers using letters of intent to have them package or produce product for our retail
- Formalize relationships with retail shops using letters of intent for them to purchase our cultivated products
- Create an inside/outside sales force that is well educated on the products, the industry, and the laws governing our state

BUSINESS EVENTS AND CONFERENCES:

- Continue to form relationships with others in the industry by attending business events and conferences
- Join industry associations and network ourselves with cultivators, retailers, and others in manufacturing

WEBSITE DEVELOPMENT, MEDIA MARKETING, AND ADVERTISING:

- Develop a website to promote and assist with logo branding, search engine optimization, and business inquiries
- Create market awareness through the various social media outlets, brochures, and point of sale display
- Promote our brand and services on various specialty websites and thematic industry magazines

LETTERS OF INTENT AND AGREEMENTS:

- Letters of intent are in place with basic prospective terms to sell wholesale cannabis flower to retail stores in connection with our cultivation operation. Our product will be compliant with all the regulations that are set forth by the local and state governments.

FINACIAL PROJECTIONS

The Massachusetts adult use cannabis market will reach \$2.32B

Comparison to Colorado (most mature marketing in the US):

- Colorado population of 5.7m with median income of \$70k
- Massachusetts population of 7.0m with median income of \$77k
- Tourist travel and student population – considered equal
- CO 21+ population is approximately 3,000,000
- MA 21+ population is approximately 4,500,000
- State of CO reported \$1.55b in cannabis sales in 2018 (source: colorado.gov)
- State of MA, is reporting that their 30 plus retail shops are tracking to hit \$500,000,000 annual sales. There is still \$1.825 billion available for growth within the state before hitting the target of \$2.32 billion (source: mass-cannabis-control.com)

SECURITY

- **Implementation:** JASA Farms will utilize commercial grade equipment throughout its facility to maintain an adequate security system. This system will be designed to avoid diversion, theft, or loss of marijuana and marijuana products and are established in accordance with the requirements under 935 CMR 500.110 and will involve a complete system of cameras, alarms, safes, vaults and controlled access points. Additionally, we will have video storage access available to local authorities at all times.
- **Standards:** JASA Farms will implement security measures to deter and prevent unauthorized access to its facility and to internal areas containing marijuana and/or marijuana products, and to provide a safe environment for employees, visitors and the community. The company intends to share the security plan and procedures with local law enforcement authorities and fire services, updating both parties if the plan or procedures are modified in a material way.
- **Reporting:** The security system will undergo an annual security system audit and JASA will notify law enforcement and the CCC of any breaches of security immediately.

PREVENTION AND DIVERSION

- Sales to minors is strictly prohibited.
- Require all employees and agents to adhere to our policies and procedures set out to prevent diversion, theft or loss of marijuana.
- Development of chain of custody policies and procedures approved by the state.
- Daily product delivery using unmarked vehicles and randomized routes.
- Utilization of appropriate packaging and labeling.
- Storage of Marijuana in compliance with 935 CMR 500.105(11)



COMMUNITY BENEFITS

- Job Creation
- Enhanced Security
- Community Engagement
- Host Community Agreement
- Charitable Contributions
- Educational Seminars
- Nuisance Abatement
 - Handle and process marijuana in a safe and sanitary manner;
 - Properly remove litter and waste;
 - Minimize waste and odors;

THE FOUNDER



Rich Rainone

- Rich served honorably in the United States Marine Corps. As the Staff Non-Commissioned Officer in Charge for Naval Station Newport and as the Unit's Anti-Terrorism Officer, he supervised complete support for over 250 Marines and faculty staff in the New England area. Additionally, he implemented the Marine Corps Martial Arts Program to the area and trained over 350 Marines and Naval Officers using this new hand-to-hand and close quarters combat fighting techniques.
- Manages a boutique insurance firm that provides services to talent agencies, music artists, record labels, professional athletes, sports promoters, networks, and some of the biggest pay per view events in boxing history.
- Entered the adult use cannabis space in the early months of 2018. Seeking up to 9 licenses in the State of Massachusetts. Provisional License issued for Tier 3 Cultivation, Manufacturing & Retail in Uxbridge, MA. Retail license deemed complete by the CCC in Holyoke, MA.
- His recent volunteer work and charitable contributions include being a level 4 certified USA hockey coach and contributing to the Wounded Warrior Project, committed to helping veterans treat PTSD and TBI.



THE TEAM



Pete Kasabian *Development Manager*

Pete owns and operations a MA and RI licensed commercial construction company specializing in reconfigured spacing projects. He also has 10 years expertise in the cannabis industry, specializing in cultivation operations. Pete also consults on many cultivation and manufacturing products throughout the area advising on grow strategies, build-outs, electrical necessities, plumbing, safety, and general contracting needs for the project.



Dan Glissman *Legal Consultant*

Dan concentrates his practice in all matters regarding real property, environmental law, and also has extensive industry expertise in the cannabis field. As a leading industry attorney at Prince Lobel Tye LLP, he advises clients on both medical and adult-use facilities, as well as the process of converting from one form to another. He is a graduate of Suffolk University Law School and worked closely with the law department of the Boston City Council.

CONTACT

- JASA FARMS LLC
0 Bryant Rd Cummington
MA 01026
- (954) 350-1300
- jasafarmsllc@gmail.com
- jasasungrown.com



JASA FARMS LLC

Proposed Timeline

Jasa Farms LLC (the “**Company**”) is confident that it will be able to meet its proposed timeline for achieving operation (attached as exhibit A) and offers the following in support that it will be ready to operate within the proposed timeline after notification by the Commission that it qualifies for licensure:

The Town of Cummington, MA (the “**Town**”) amended its zoning code at a Special Town Meeting on May 3, 2019, to allow the cultivation of marijuana for adult-use in the Rural Residential District. The Company is proposing to develop and operate a Marijuana Establishment at 0 Bryant Road (ID 015.0-0004-0000.1), Cummington, MA 01569. This site is located in the Rural Residential District, which permits the operation of a marijuana establishment, specifically a marijuana cultivation facility, pursuant to Section 10.50.3.c.1 of the Cummington Zoning By-laws and the table of use regulations for the Rural Residential District, subject to the granting of a Special Permit from the Zoning Board of Appeals (the “**Board**”).

The Company has discussed its marijuana cultivation facility with Town officials, including the building department, police department and fire department, health department, department of public works and has appeared before the Board of Selectmen and entered into a host community agreement with the Town. Pursuant to Section 10.50.4.c of the Cummington Zoning By-Laws, the Company must be issued a provisional license from the Cannabis Control Commission (the “Provisional License”), and include a copy of said provisional license with its special permit application, prior to receiving a special permit.

The Company shall apply for a special permit for a marijuana retail facility with the Board as soon as practically possible after receiving a Provisional License. Importantly, the Company has the resources to complete the construction projects necessary to operate the proposed Marijuana Establishment as evidenced by the bank statements submitted in connection with its Application of Intent.

The Company expects the following timing with respect to obtaining all Town zoning relief:

- November 2020: file for the Special Permit, provided the Company is in receipt of the Provisional License
- May 2021: receipt of Provisional License from the Commission and a Special Permit from the Town
- June 2021: issuance of the building permit

The Company respectfully submits that it will need approximately 12 months to commence operations.

JASA FARMS LLC

[illegible]

JASA FARMS LLC

Plan for Obtaining Liability Insurance

Jasa Farms LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

JASA FARMS LLC

Policies and Procedures for Cultivation

Jasa Farms LLC (the “**Company**”) will cultivate marijuana in accordance with the requirements of 935 CMR 500.120, using best practices to limit contamination, including, but not limited to, mold, fungus, bacterial diseases, rot, pests, unacceptable pesticides for use on marijuana or mildew, and any other contaminant identified as posing a potential harm.

All phases of cultivation, processing, and packaging of marijuana will take place in a designated, area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.

Additionally, the Company shall maintain compliance with the Commission’s Guidance on Integrated Pest Management as approved and adopted by the Commission on April 4, 2019 and in effect as of November 1, 2019, by implementing the best practices and policies and procedures included therein (as applicable), including but not limited to:

- Keeping plants healthy;
- Exclusion:
 - Use fencing or netting to keep out unwanted pests like deer or birds;
- Sanitation:
 - Inspect all new plant material for signs of infestation.
 - Keep new plant material in a separate location for several days to ensure that signs of infestation do not present;
- Maintain field conditions to minimize optimal pest habitat:
 - Remove any overgrown vegetation that may harbor insect pests.
 - Prevent standing water and promote plant health;
- Inspections/Monitoring:
 - Regularly inspect the crop for signs or symptoms of pest infestations.
 - Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests like moths or aphids.

Application of pesticides will be performed in compliance with M.G.L. c. 132B and 333 CMR 2.00 through 333 CMR 14.00; any testing results indicating noncompliance with said regulations will be immediately reported to the Commission who may refer the result to the Massachusetts Department of Agricultural Resources. All soil used in cultivation shall meet federal standards identified by the Commission including, but not limited to, the U.S. Agency for Toxic Substances and Disease Registry’s Environmental Media Evaluation Guidelines for residential soil levels.

In accordance with 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company will only label marijuana that it cultivates with the word “organic”, if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205. The Company plans to properly label its marijuana and marijuana products utilizing the guidance

JASA FARMS LLC

provided by the United States Department of Agriculture, NOP 4012 – *Use of Brand or Company Names Containing the Word “Organic”*, to ensure that Company products do not misrepresent the nature of the product. Furthermore, any application of plant nutrient to land used for the cultivation of marijuana will comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: *Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns*.

Consistent with 935 CMR 500.120 (11), the Company will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control* as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). The Company will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c.55 Sec. 78(b), or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure.

The Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that because this facility will be an outdoor cultivation facility, these building code requirements may not be applicable.
- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall satisfy the following compliance requirement:
 - a. Horticulture Lighting Power Density shall not exceed [50 (Tier 1 and Tier 2) / 36 (Tier 3-10)] watts per square foot.
- (c) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation

JASA FARMS LLC

and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

- (d) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment (as applicable to its outdoor cultivation facility).
- (e) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.
- (f) The Company shall establish other safety protocols to protect workers and consumers.

In the event that the Commission requests or orders the Company to initiate a recall of marijuana, or marijuana products, or the Company initiates a voluntary recall of marijuana or marijuana products or discovers a product that is defective, outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, such marijuana or marijuana products shall be destroyed and disposed of in accordance with the Company's marijuana disposal policies as identified in its *Storage Policy* (incorporated herein by reference) and 935 CMR 500.105(12) and applicable state and local statutes, ordinances and regulations. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by the Company to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

Any Marijuana Establishment agent whose job includes contact with Marijuana or non-edible marijuana products, including cultivation, production or packaging, shall be required to adhere to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

The Company shall also develop policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11), including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and

JASA FARMS LLC

- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In addition to the policies listed above, the Company also incorporates herein by reference its *Security Policy*, *Storage Policy*, *Transportation of Marijuana Policy*, *Inventory Policy*, *Quality Control* and *Testing Policy* and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed; for transportation; and for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.

This policy may also be referred to by the Company as the “**Cultivation Policy**”.

JASA FARMS LLC

Separating Recreational from Medical Operations

Currently, Jasa Farms LLC (the “**Company**”) is only applying for a Marijuana Cultivator license at this location. Accordingly, this policy is not applicable.

JASA FARMS LLC

Restricting Access to Age 21 and Older

Jasa Farms LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

JASA FARMS LLC

Security Plan

Jasa Farms LLC (the “**Company**”) shall implement sufficient safety and security measures to deter theft of marijuana and marijuana products, prevent unauthorized access to the Marijuana Establishment, unauthorized entrance into areas containing marijuana, and ensure the safety of its employees, consumers, customers and the general public. The Company’s security measures shall be designed to protect the premises, employees, consumers, marijuana establishment agents, the general public and the community and provide a safe environment for the safe and discreet dispensing of marijuana and marijuana products. The Company shall implement policies and procedures designed to avoid diversion, theft, or loss of marijuana and marijuana products.

The Company’s security policies shall be established in accordance with the requirements under 935 CMR 500.110, and shall include, but not be limited to the following:

The Company shall:

1. Positively identify individuals seeking access to the premises of the Marijuana Establishment or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) in order to limit access solely to individuals 21 years of age or older;
2. Adopt procedures to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by 935 CMR 500.000: *Adult Use of Marijuana* and its enabling statute are allowed to remain on the premises;
3. Dispose of marijuana in accordance with 935 CMR 500.105(12) in excess of the quantity required for normal, efficient operation as established within 935 CMR 500.105;
4. Secure all entrances to the Marijuana Establishment to prevent unauthorized access;
5. Establish limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation;
6. Store all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft and loss;
7. Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage, including prior to disposal, of marijuana and marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
8. Keep all locks and security equipment in good working order;
9. Prohibit keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel;

JASA FARMS LLC

10. Prohibit accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems, to persons other than specifically authorized personnel;
11. Ensure that the outside perimeter of the Marijuana Establishment is sufficiently lit to facilitate surveillance, where applicable;
12. Ensure that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft;
13. Develop emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary;
14. Develop sufficient additional safeguards, as required by the Commission, for Marijuana Establishments that present special security concerns;
15. Establish procedures for safe cash handling and cash transportation to financial institutions to prevent theft, loss and associated risks to the safety of employees, customers and the general public;
16. Share the Marijuana Establishment's security plan, floor plan or layout of the facility and procedures with local law enforcement authorities including police and fire departments in the municipality where the facility is located, and periodically update law enforcement authorities and fire departments if the plans or procedures are modified in a material way;
17. Identifying when the use of flammable or combustible solvents, chemicals or other materials are in use at the Marijuana Establishment and sharing such information with law enforcement authorities including police and fire departments in the municipality where the facility is located, as required by the municipality; and
18. Require all employees of the Marijuana Establishment to visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment or transporting marijuana.

The Company shall establish limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Said limited access areas will be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "*Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only*" in lettering no smaller than one inch in height. All limited access areas shall be clearly described in a diagram of the licensed premises reflecting entrances and exits, walls, partitions, counters vegetation, flowering, processing, production, storage, disposal and retail sales areas, to be filed with the Commission in a form and manner determined by the Commission.

JASA FARMS LLC

Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, Commission delegees, and state and local law enforcement authorities acting within their lawful jurisdictions, police and fire departments, and emergency medical services acting in the course of their official capacity.

All outside vendors, contractors and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the Marijuana Establishment on exit.

The Company shall implement adequate security measures to ensure that outdoor areas are not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana which shall, at a minimum, include:

1. A perimeter security fence designed to prevent unauthorized entry to the cultivation facility with signs notifying observers that it is a Limited Access Area;
2. Commercial-grade, nonresidential locks;
3. A security alarm system that shall:
 - (a) be continuously monitored, whether electronically, by a monitoring company or other means determined to be adequate by the Commission; and
 - (b) provide an alert to designated employees of the Marijuana Establishment within five minutes after a notification of an alarm or a system failure, either by telephone, email or text message;
4. Video cameras at all points of entry and exit and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where Marijuana is cultivated, harvested, Processed, prepared, stored, handled, Transferred or dispensed and for the purpose of securing cash. Cameras shall be angled so as to allow for the capture of clear and certain identification of any Person entering or exiting the Company or area;
5. 24-hour recordings from all video cameras that are available immediate viewing by the Commission on request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the Marijuana Establishment is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
6. The ability to immediately produce a clear, color still image whether live or recorded;

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7. A date and time stamp shall be embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
8. The ability to remain operational during a power outage; and
9. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.

The Company shall have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

The Company shall keep and maintain all security system equipment and recordings in a secure limited access area on site that shall remain locked and shall not be used for any other function, so as to prevent theft, loss, destruction and alterations. Access to said surveillance / security area shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room shall be available to the Commission upon request. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The Company's security plans and procedures shared with Law Enforcement Authorities pursuant to 935 CMR 500.110(1)(o) shall include:

1. a description of the location and operation of the security system, including the location of the central control on the Premises;
2. a schematic of security zones;
3. the name of the security alarm company and monitoring company, if any;
4. a floor plan or layout of the facility in a manner and scope as required by the municipality; and
5. a safety plan for the Manufacture and production of Marijuana Products as required pursuant to 935 CMR 500.101(1)(d)3.c.

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The Company shall maintain all trees, bushes and other foliage outside of the Marijuana Establishment so as to prevent a person or persons from concealing themselves from sight.

Cash Handling and Transportation Procedures:

- (a) The Company shall implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or Massachusetts Department of Revenue (the “DOR”) facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public, including but not limited to:
 - 1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
 - 2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
 - 3. A written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment’s financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities, which shall include, at a minimum, the following:
 - a. The use of a locked bag for the transportation of cash from a Marijuana Establishment to a financial institution or DOR facility;
 - b. Any transportation of cash be conducted in an unmarked vehicle;
 - c. Two (2) registered Marijuana Establishment Agents employed by the Licensee shall be present in the vehicle at all times during transportation of deposits;
 - d. Real-time GPS tracking of the vehicle shall occur at all times when transporting cash;
 - e. Require access to two-way communications between the transportation vehicle and the Marijuana Establishment; and
 - f. Prohibit the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility; and
 - g. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

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Alternative Cash Handling and Transportation Procedures (if approved by the Commission and the financial institution or DOR facility) shall be included in this *Security Policy*, shared with law enforcement in the municipality in which the subject facility is licensed, and periodically updated as required under 935 CMR 500.110(1)(q).

The Company shall notify appropriate law enforcement authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than twenty-four (24) hours following discovery of the breach or incident. Notification shall occur, but not be limited to, during the following occasions:

1. Discovery of inventory discrepancies;
2. Diversion, theft or loss of any marijuana product;
3. Any criminal action involving or occurring on or in the Marijuana Establishment premises or involving the Company or its marijuana establishment agents;
4. Any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
5. Unauthorized destruction of marijuana;
6. Any loss or unauthorized alteration of records related to marijuana;
7. An alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Company;
8. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight (8) hours; or
9. Any other breach of security.

The Company shall, within ten (10) calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified.

All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) shall be maintained by the Company for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

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The Company shall, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit shall be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the Marijuana Establishment's security system, the Company will submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Notwithstanding anything contained herein to the contrary, if the Company implements other specific safeguards that may be regarded as an adequate substitute for the requirements set forth in 935 CMR 500.110(1), (5), (6) and (7), it will submit a request to the Commission for review and approval, in a form and manner as determined by the Commission. Any additional or other specific safeguards will also be submitted to the local law enforcement authorities and fire services for review and comment. For purposes of cash handling and cash transportation, only alternative safeguards that comply with the requirements of 935 CMR 500.110(7)(b) shall be considered to be adequate substitutes.

Access to the Commission, Emergency Responders and Law Enforcement.

1. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - a. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000: *Adult Use of Marijuana*;
 - b. Representatives of other state agencies of the Commonwealth; and
 - c. Emergency responders in the course of responding to an emergency.

Hours of Operation: The Company shall provide all hours of operation and after-hours contact information to the Commission, shall make the same information available to all law enforcement authorities upon request, and shall update it as required under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company shall operate the Marijuana Establishment from the hours of 8:00 am through 8:00 pm, Monday through Sunday, excluding legal holidays, and as permitted by the Town of Cummington.

The Company's after-hours contact information is:

Name: Richard Rainone
Title: Manager
Cell: (954) 350-1300
Email: richrainone@gmail.com

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These written safety and security measures shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

This policy may also be referred to by the Company as the “**Security Policy**”.

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Prevention of Diversion

Pursuant to 935 CMR 500.105(1)(p) Jasa Farms LLC (the “**Company**”) shall implement the following policies and procedures to prevent the diversion of marijuana to individuals younger than twenty-one (21) years of age.

Employee Training, Transportation and Storage Policies for Diversion Prevention:

The Company shall require all employees and registered marijuana establishment agents to attest that they will not engage in the diversion of marijuana or marijuana products. Pursuant to the Company’s *Employee Qualifications and Training Policy*, which policy shall be incorporated herein by reference, all owners, executives, employees and agents of the Marijuana Establishment shall participate in a minimum of eight (8) hours of on-going training programs annually which shall include materials and programs on diversion prevention.

To prevent diversion, the Company shall store all finished marijuana products in a secure locked safe or vault in such a manner as to prevent diversion theft and loss.

The Company shall attach plant tags to all marijuana, clones, and plants and attach package tags to all finished marijuana and marijuana products, and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale-methodology in a form and manner to be approved by the Commission.

The Company shall develop and implement emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana and/or marijuana products. The Company shall strategically design and utilize limited access areas and other security measures so as to prevent diversion of marijuana and/or marijuana products. The Company shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana and/or marijuana products.

The Company shall develop and implement strict inventory procedures designed to prevent the diversion of marijuana and/or marijuana products.

The Company shall develop and implement transportation procedures and protocols designed to prevent the diversion of marijuana and/or marijuana products.

Marketing Policies for Diversion Prevention

The Company shall adhere to, and comply with 935 CMR 500.105(4) and shall only engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

Specifically, the Company shall not conduct the following advertising, marketing and branding activities:

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1. Advertising, marketing, and branding in such a manner that is deemed to be deceptive, false, misleading, or untrue, or tends to deceive or create a misleading impression, whether directly, or by ambiguity or omission;
2. Advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data;
3. Advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old;
4. Advertising, marketing, and branding including, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
5. Advertising, marketing, and branding, including statements by the Company, that makes any false statements concerning other licensees and the conduct and products of such other licensees that is deceptive, misleading, false, or fraudulent, or that tends to deceive or create a misleading impression, whether directly or by omission or ambiguity;
6. Advertising, marketing, and branding through certain identified promotional items as determined by the Commission including, but not limited to, gifts, giveaways, discounts, points-based reward systems, customer loyalty programs, coupons, or “free” or “donated” marijuana;
7. Advertising, marketing, and branding that asserts that the Company’s products are safe, or represent that its products have curative or therapeutic effects, other than labeling required pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission;
8. Advertising on any billboards, or any other public signage which fails to comply with all state and local ordinances and requirements;
9. Installation of any illuminated, neon, or external signage beyond the period of 30 minutes before sundown until closing, subject to further minimum signage requirements issued by the Commission (however this shall not prohibit the Company from installing external signage that is permitted by 935 CMR 500.105(4)(a) that is neither illuminated or neon);
10. The use of vehicles equipped with radio or loud speakers for the advertising of marijuana;
11. The use of radio or loud speaker equipment in any Marijuana Establishment for the purpose of attracting attention to the sale of marijuana;

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12. Advertising, marketing, and branding at, or in connection with, a charitable, sporting or similar event, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data;
13. Operation of any website of a Marijuana Establishment that fails to verify that the entrant is 21 years of age or older;
14. Use of unsolicited pop-up advertisements on the internet or text message;
15. Any advertising of an improper or objectionable nature including, but not limited to, the use of recipe books or pamphlets for marijuana products which contain obscene or suggestive statements;
16. Advertising, marketing or branding of marijuana products, on clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items;
17. Advertising, marketing or branding on or in public or private vehicles and at bus stops, taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles or signs or logos on transportation vehicles or company cars;
18. Advertising, marketing, branding signs or other printed matter advertising any brand or kind of marijuana product that are displayed on the exterior or interior of any licensed premises where marijuana products are not regularly and usually kept for sale;
19. Advertising or marketing of the price of marijuana or marijuana products, except as permitted pursuant to 935 CMR 500.105(4)(a); and
20. Display of marijuana products so as to be clearly visible to a person from the exterior of the Marijuana Establishment.

Notwithstanding anything herein to the contrary, the Company may provide employee discounts on its products.

Retail Verification of Customer Identification:

As described in it is *Policy to Restrict Access to Persons Age 21 and Older* (which policy shall be incorporated herein by reference), the Company shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

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Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual's proof of identification at the point of sale and determine that the individual is 21 years of age or older.

Should any diversion occur, the Company will promptly notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than twenty-four (24) hours following discovery of the breach.

This policy may also be referred to by the Company as the **"Prevention of Diversion Policy"**.

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Storage of Marijuana

Jasa Farms LLC (the “**Company**”) shall store marijuana in a safe and sanitary manner and shall keep all safes, vaults and other areas used for the storage of marijuana securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

All marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft, or loss and shall be accessible only to the minimum number of specifically authorized dispensary agents essential for efficient operation. Marijuana shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day. If a manufacturing process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins, or bulk containers containing marijuana shall be securely locked inside an area of the building that affords adequate security.

Marijuana in all stages of cultivation shall be secured and stored in controlled access and locked cultivation rooms and other marijuana products shall be securely stored in controlled access and locked processing rooms, locked finished goods inventory vaults or locked refrigerators. Cannabis oil not used to produce infused products will be stored in a locked refrigerator within the processing room.

The Company shall adhere to the following storage policies:

1. The Company shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment for the storage of marijuana, in accordance with the applicable provisions of 935 CMR 500.105 and 935 CMR 500.110.
2. The Company shall have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.
3. The Company shall maintain all storage areas in a clean and orderly condition.
4. All storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.
5. All storage areas shall only be accessible to the minimum number of employees essential for efficient operation.
6. The Company shall maintain all storage areas in accordance with the Company’s *Security Policy* and 935 CMR 500.110. The *Security Policy* shall be incorporated herein by reference.

All marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, shall be inventoried, logged, and locked in the Company’s disposal area, until properly destroyed and disposed of in accordance with the

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Company's marijuana disposal policies and 935 CMR 500.105(12) and applicable state and local statutes, ordinances and regulations.

When transporting marijuana between Marijuana Establishments, the Company shall transport the marijuana in a secure locked storage compartment that is a part of the vehicle transporting the marijuana. Said storage compartment shall be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of marijuana shall be equipped as necessary to provide adequate temperature control to prevent the marijuana, marijuana products, or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements of 21 CFR 1.908(c). Marijuana shall not be visible from outside the vehicle.

Pursuant to the Company's *Employee Qualifications and Training Policy*, which policy shall be incorporated herein by reference, all owners, executives, employees and agents of the Marijuana Establishment shall participate in a minimum of eight (8) hours of on-going training programs annually which shall include materials and programs on proper storage.

Waste Disposal

The Company shall store, secure and manage, in accordance with applicable state and local statutes, ordinances and regulations, all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products. All exterior waste receptacles located on the premises shall be locked and secured as to prevent unauthorized access.

The Company shall dispose of all liquid waste containing marijuana or by-products of marijuana processing in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall redirect or dispose of all organic material, recyclable material and solid waste generated at its Marijuana Establishment as follows:

1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
 - a. Any recyclable material as defined in 310 CMR 16.02: Definitions shall be recycled in a manner approved by the Commission; and

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- b. Any marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 such that the resulting mixture renders any marijuana unusable for its original purpose. If necessary and as applicable, once such marijuana has been rendered unusable, the organic material shall be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
3. Solid waste containing marijuana generated at the Marijuana Establishment shall be ground up and mixed with other solid waste at the Marijuana Establishment such that the resulting mixture renders any marijuana unusable for its original purpose. If necessary and as applicable, once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate Massachusetts state agency.

No fewer than two (2) registered Marijuana Establishment Agents must witness and document how the solid waste or organic material containing Marijuana is handled on site, including, but not limited to, the grinding up, mixing, storage and removal from the Marijuana Establishment in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company shall create, and maintain, an electronic record (the “**Disposal Record**”) of the disposal, including, at a minimum the following information:

- The date of disposal;
- The type and quantity disposed or handled;
- The manner of disposal or other handling;
- The location of disposal or other handling; and
- The names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures.

The Company shall keep the Disposal Records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

This policy may also be referred to by the Company as the “**Storage Policy**”.

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Transportation of Marijuana

Jasa Farms LLC (the “**Company**”) shall implement sufficient safety and security measures during transportation to deter and prevent unauthorized access to the marijuana, unauthorized entrance into areas containing marijuana, and prevent the theft of marijuana. To the extent that the Company does not provide its own transportation services, it will transport marijuana and marijuana products via licensed third-party transporters or other licensed Marijuana Establishments, both of which shall be in good standing with the Commission. All marijuana in the process of transport shall be housed and stored in such a manner as to prevent diversion, theft, or loss and shall be accessible only to the minimum number of specifically authorized dispensary agents essential for efficient operation. The Company shall only transport marijuana and marijuana products between licensed Marijuana Establishments by registered marijuana establishment agents. The Company shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

The Company, as the originating and/or receiving Marijuana Establishment (as the case may be) shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program approved by the Commission. Any marijuana product that is undeliverable or is refused by the receiving Marijuana Establishment shall be transported back to the originating establishment. For the purposes of tracking, seeds and clones shall be properly tracked and labeled in a form and manner determined by the Commission. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.

Prior to leaving a Marijuana Establishment for the purpose of transporting marijuana products, the Company shall weigh, inventory, and account for, on video, all marijuana products to be transported. Within eight (8) hours after arrival at the receiving Marijuana Establishment, the receiving establishment must re-weigh, re-inventory, and account for, on video, all marijuana products transported. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video must show each product being weighed, the weight, and the manifest. The Company shall ensure that all transportation times and routes are randomized and remain within the Commonwealth.

The Company shall staff all vehicles transporting marijuana products with a minimum of two (2) marijuana establishment agents and at least one (1) agent shall always remain with the vehicle at all times that the vehicle contains marijuana or marijuana products. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.

All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Vehicles shall also be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. These cameras must remain operational at all times during the entire transportation process, and have the ability to produce (1) a clear color still photo,

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whether live or recorded; and (2) a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and not significantly obstruct the picture.

Reporting Requirements:

1. The Company's employees or agents transporting marijuana shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than twenty-four (24) hours of the discovery of such a discrepancy.
2. The Company's employees or agents transporting shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than twenty-four (24) hours of such accidents, diversions, losses, or other reportable incidents.

Vehicles:

1. A vehicle used for transporting marijuana products shall be:
 - a. Owned or leased by the Company;
 - b. Properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of the Company, and shall be made available to the Commission upon request);
 - c. Equipped with an alarm system approved by the Commission;
 - d. Equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products; and
 - e. Equipped with a global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device that is easily removable;
 - b. Attached to the vehicle at all times that the vehicle contains marijuana products;
 - c. Monitored by the Marijuana Establishment or Marijuana Transporter during transport of marijuana products; and
 - d. Inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
2. Marijuana products shall not be visible from outside the vehicle.
3. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of the Company.

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4. When transporting marijuana products, no other products shall be transported or stored in the same vehicle.
5. No firearms may be located within the vehicle or on a marijuana establishment agent.

Storage Requirements:

When transporting marijuana between Marijuana Establishments, the Company shall transport the marijuana in a secure locked storage compartment that is a part of the vehicle transporting the marijuana. Said storage compartment shall be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of marijuana shall be equipped as necessary to provide adequate temperature control to prevent the marijuana, marijuana products, or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements of 21 CFR1.908(c). Marijuana shall not be visible from outside the vehicle.

If transporting marijuana or marijuana products for more than one establishment, the marijuana for each establishment shall be kept in a separate locked storage compartment and separate manifests shall be maintained.

Communication Requirements:

1. Each marijuana establishment agent transporting marijuana products shall always have access to a secure form of communication with Company personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
2. Secure types of communication include, but are not limited to:
 - a. Two-way digital or analog radio (UHF or VHF);
 - b. Cellular phone; or
 - c. Satellite phone.
3. When choosing a type of secure communications, the following shall be taken into consideration:
 - a. Cellular signal coverage;
 - b. Transportation area;
 - c. Base capabilities;
 - d. Antenna coverage; and

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- e. Frequency of transportation.
- 4. Prior to, and immediately after leaving the originating location, the marijuana establishment agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
- 5. If communications or the GPS system fail while on route, the marijuana establishment agents transporting marijuana products must return to the originating location until the communication system or GPS system is operational.
- 6. The marijuana establishment agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
- 7. The Company shall have a marijuana establishment agent assigned to monitoring the GPS unit and secure form of communication, who must log all official communications with marijuana establishment agents transporting marijuana products.

Manifests:

- 1. A manifest shall be filled out in triplicate, with the original manifest remaining with the originating Marijuana Establishment, a second copy provided to the receiving Marijuana Establishment on arrival, and a copy to be kept with the licensed marijuana establishment agent during transportation and returned to the Company on completion of the transportation.
- 2. Prior to transport, the manifest shall be securely transmitted to the receiving Marijuana Establishment by facsimile or email.
- 3. On arrival at the receiving Marijuana Establishment, a marijuana establishment agent at the receiving Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest must, at a minimum, include;
 - a. The originating Marijuana Establishment name, address, and registration number;
 - b. The names and registration numbers of the agents who transported the marijuana products;
 - c. The name and registration number of the marijuana establishment agent who prepared the manifest;
 - d. The receiving Marijuana Establishment name, address, and registration number;
 - e. A description of the marijuana products being transported, including the weight and form or type of product;

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- f. The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage on arrival at receiving Marijuana Establishment, as well as mileage on return to originating Marijuana Establishment;
 - g. The date and time of departure from originating Marijuana Establishment and arrival at receiving Marijuana Establishment for each transportation;
 - h. A signature line for the marijuana establishment agent who receives the marijuana products;
 - i. The weight and inventory before departure and upon receipt;
 - j. The date and time that the transported products were re-weighed and re-inventoried;
 - k. The name of the marijuana establishment agent at the receiving Marijuana Establishment who re-weighed and re-inventoried products; and
 - l. The vehicle make, model, and license plate number.
4. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 5. A Marijuana Establishment shall retain all transportation manifests for no less than one year and make them available to the Commission on request.
 6. All transferred or received products must be received by, or transferred to, as the case may be, a Marijuana Establishment that is licensed in METRC.
 7. Multiple drivers may be listed on a manifest so long as they (1) include the names and badge/registration card number of all drivers; (2) include the travel route and (3) identify in the planned route section at what point they will change drivers, if applicable.
 8. Transfer's to affiliated entities shall be logged as "affiliated transfers" and any transfers to non-affiliated Marijuana Establishments shall be logged as "non-affiliated transfers".
 9. Whole wet plants cannot be transferred to another Marijuana Establishment.

Requirements for Agents.

1. Each employee or agent transporting marijuana products for the Company must be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for the Company, prior to transporting marijuana products.
2. Each employee or agent transporting marijuana products for the Company shall carry his or her agent registration card at all times when transporting marijuana products, and shall produce

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his or her agent registration card to the Commission or law enforcement authorities upon request.

3. Any vehicle transporting marijuana shall travel directly from the originating Marijuana Establishment to the receiving Marijuana Establishment. In the event of an emergency stop, a detailed log shall be maintained describing the reason for the event, the duration, the location, and any activities of the personnel exiting the vehicle.

Access to the Commission, Emergency Responders and Law Enforcement.

The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:

- a. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000: *Adult Use of Marijuana*;
- b. Representatives of other state agencies of the Commonwealth; and
- c. Emergency responders in the course of responding to an emergency.

This policy may also be referred to by the Company as the “**Transportation Policy**”.

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Inventory Procedures

Jasa Farms LLC (the “**Company**”) shall utilize a Real-time Inventory or Seed-to-sale Electronic Tracking System (the “**SOR**”) that provides the electronic tracking of everything that happens to an individual marijuana plant, from seed and cultivation, through growth, harvest and manufacture of marijuana products, if any, including transportation, if any, and final sale of finished products. This system shall utilize a unique-plant identification and unique-batch identification. It will also track agents’ and licensees’ involvement with the marijuana product. Any secondary system used by the Company shall integrate with the SOR in a form and manner determined by the Commission.

The SOR system will be the METRC system provided by Franwell as required by the Commission per the Cannabis Control Commission’s Memorandum released by Executive Director Shawn Collins on January 17, 2018. The Company may also utilize a point-of-sale system in conjunction with METRC.

Through the METRC system, the Company will be able to maintain at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

Utilizing the METRC system, the Company shall also (as applicable):

1. Establish inventory controls and procedures for conducting inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
4. Promptly transcribe inventories if taken by use of an oral recording device;
5. Assign one owner as the Key Admin; and
6. Assign and record a unique, sequential alphanumeric identifier to each cultivation batch or production batch for the purposes of production tracking, product labeling and product recalls.

Pursuant to 935 CMR 500.105(8)(e), the Company shall attach plant tags to all marijuana clones, and plants and attach package tags to all finished marijuana and marijuana products, and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner approved by the Commission, including, but not limited, to the following procedures:

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1. All plants must enter the METRC system through immature plant batches.
2. The Company shall enter all Clones into METRC as strain specific immature batches, not to exceed 100 clones per batch.
3. The Company shall tag each clone once they reach a height of eight (8) inches.
4. All clone packages shall be strain-specific, and the item name shall include the word “clones”.
5. All batches must have strain names.
6. The Company shall track the chain of custody for clones and seeds using strain-specific clone and seed packages and a transfer manifest in METRC.
7. The Company shall utilize the “create plantings” function in METRC for each strain-specific package or immature planting, whether generated from tagged plants or elsewhere.
8. The Company shall track all harvested seeds in packages containing no more than fifty (50) seeds.
9. Immature seeds shall be counted and entered in metric by strain, unless they are in the process of being planted. Seed packages may be stored as count-based for internal use.
10. Any seeds transferred to another Marijuana Retailer shall be placed in packages of 6 for sale.
11. Multiple packages of 6 seeds may be logged under one METRC tag, not to exceed 2099 per tag.
12. All seed package item names shall contain the name “seeds”.
13. The Company shall maintain a sufficient supply of tags at all times to reconcile inventory on a daily basis.
14. Cultivation Manager’s shall provide monthly reports projecting the need for tags to ensure that a sufficient stock of tags is always maintained.
15. The Company shall not allow multi-strain harvest batches.
16. The Company shall correctly enter plant weights. If an incorrect weight is entered, the Company shall, within forty-eight (48) hours, complete an incident report, document the plan of correction, which shall include the discontinuing of the batch if no packages or waste were created, and make the correction.

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17. Flower packages shall be no more than ten (10) pounds of flower or trim,
18. Flower packages shall have a strain name and be item specific with the correct category.
19. The same strain product shall not be packaged back into a bulk package after testing is complete. All packages must be harvest batch specific to accurately reflect testing results, comply with labeling requirements and enable possible recalls.
20. All waste shall be reported in METRC by entering the amount of waste under its tag number, by specific strain. Multiple waste entries are allowed, provided that they are reported individually by tag number and by the end of the business day.
21. The Company shall ensure that the end of day inventory matches the METRC reports. If a harvesting process is unable to be completed within one day, separate batches will be created.
22. Harvest batch names shall include the strain name and date of harvest in the harvest batch name.
23. All tags must be legible.
24. All transferred or received products must be received, or transferred to, as the case may be, a Marijuana Establishment that is licensed in METRC.
25. All sample products shall be adjusted in METRC as “Sample” packages and shall not be sold. All sample packages shall be item specific and tested prior to transfer.
26. Beginning retail inventory sales may be entered in bulk.
27. The Company shall work with METRC and its designated POS provider to ensure proper API function prior to opening.
28. Any sales that were uploaded twice, sold from the incorrect package ID or deleted pursuant to a receipt shall be voided or edited individually upon notification of the issue and reconciled in METRC by the end of the business day.

The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. Pursuant to the Company’s *Security Policy*, which is incorporated herein by reference, should a discrepancy be identified during inventory checks, the Company’s agents shall document and report such discrepancy in weight or inventory to the Commission and law enforcement authorities not more than twenty-four (24) hours of the discovery of such discrepancy. Please also see the Company’s *Security Policy* for additional policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana.

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Pursuant to the Company's *Dispensing Policy*, which is incorporated herein by reference, the Company shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

Please also see the Company's *Employee Qualifications and Training Policy*, which is incorporated herein by reference, for the Company's policies on employees that divert marijuana or marijuana product.

This policy may also be referred to by the Company as the “**Inventory Policy**”.

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Quality Control and Testing for Contaminants

Testing of Marijuana

Jasa Farms LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

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All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
 1. Well cured and generally free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
 5. Packaged in a secure area.
- (b) The Company shall comply with the following sanitary requirements:
 1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

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2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

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11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the **"Quality Control and Testing Policy"**.

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Retail Dispensing Procedures

Currently, Jasa Farms LLC (the “**Company**”) is only applying for a Marijuana Cultivator license at this location. All sales will be to marijuana establishments or medical marijuana treatment centers. Accordingly, this policy is not applicable.

This policy may also be referred to by the Company as the “**Retail Dispensing Policy**”.

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Personnel Policies Including Background Checks

Jasa Farms LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

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- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
 - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
 - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
 - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
 - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - d. an attestation that the individual will not engage in the diversion of marijuana products;
 - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - f. background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

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3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
 - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 4. Personnel policies and procedures; and
 5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan:

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Sales Manager;
- Cultivation Manager; and
- Security Manager.

Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Cultivation Associates

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

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Record Keeping Procedures

Jasa Farms LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight (8) hour related duty training.

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- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

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Maintaining of Financial Records

Jasa Farms LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

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Diversity Plan

Jasa Farms LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- (1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force for Massachusetts is as follows: Women 48.8% and Minorities 20.7%¹.**
- (2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process for any of its Marijuana Establishments in newspapers of general circulation such as the **Berkshire Eagle, and the Amherst Bulletin** post a notice at the municipal offices in **Cummington, MA** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through **MassHire**.

¹ <http://www.mass.gov/anf/docs/hrd/odeo/ma-county-percentsby-govt-occ-groups.xls>

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In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** advancement internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

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- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

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Employee Qualifications and Training

Jasa Farms LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.

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- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of the Marijuana Establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and

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- n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

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Energy Compliance Plan

Jasa Farms LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) To the extent a structure is used to house the cultivation facility, the building envelope for such structure shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, however if it is an existing building, the Company may demonstrate compliance by showing that the envelope

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insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.
- (c) As applicable, the Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.